



OLYMPIA, WASHINGTON

**REQUEST FOR BIDS
PROJECT 1817**

PARKING LOT SEALING

REQUEST FOR BIDS (RFB) RELEASE DATE:

May 1, 2018

PRE-BID MEETING:

Date: May 16, 2018

Time: 1:00p.m. Pacific Time (PT)

Location: 526 Pattison Street SE, Olympia, WA 98501

QUESTION/CLARIFICATION/EQUALS DEADLINE:

Date: May 17, 2018 **no later than**

Time: 5:00p.m. (PT)

BID DUE DATE AND TIME:

Date: May 29, 2018 **no later than**

Time: 3:00p.m. (PT)

CONTACT PERSON:

Jeff Peterson

Procurement Coordinator

(360) 705- 5878

jpeterson@intercitytransit.com

LEGAL ADVERTISEMENT

**REQUEST FOR BIDS
PARKING LOT SEALING**

**INTERCITY TRANSIT
PROJECT 1817**

Intercity Transit, the public transportation provider in Thurston County, Washington, is seeking Bids from qualified firms interested in repairing damaged asphalt, seal coat, and restriping two parking lot locations.

The estimated project value is \$75,000.00

Solicitation documents for this project are available online through Builders Exchange of Washington (BXWA) at www.bxwa.com. All work performed for this project will be subject to Washington State prevailing wage rates.

An optional Pre-Bid Meeting and site walk through will be held on May 16, 2018 at 1:00p.m. (PT) at Intercity Transit, 526 Pattison Street SE, Olympia, WA 98501.

Sealed Bids are due no later than May 29, 2018 by 3:00p.m. (PT).

Contact Jeff Peterson Procurement Coordinator, direct (360) 705-5878 or jpeterson@intercitytransit.com with questions regarding this solicitation.

Intercity Transit is committed to maximum utilization of minority, women and disadvantaged businesses, and small businesses. All businesses are encouraged to apply. This project is funded by local funds.

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 Builders Exchange of Washington (BXWA)
 Office of Minority and Women’s Business Enterprises (OMWBE)

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SECTION 1 - INTRODUCTION

1.1 PURPOSE

Intercity Transit (Transit), the public transportation provider in Thurston County, Washington, is conducting this Request for Bids (RFB) in order to establish a Contract for asphalt repair, sealing, and striping at the Martin Way Park and Ride and Centennial Station.

1.2 BACKGROUND

Transit is the leader, major advocate, and primary source of public transportation in Thurston County. In order to better serve the community and fulfill its mission, Transit has determined a need to repair damaged asphalt, seal coat, and restripe two parking lot locations, Martin Way Park & Ride located in Lacey at the corner of I5 and Martin Way. The Centennial Station Park and Ride located in Thurston County at 6600 Yelm Highway, Lacey WA.

Intercity Transit maintains a strong commitment to maximum utilization of minority and women owned businesses and all small businesses. We encourage such businesses to contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE <http://omwbe.wa.gov/>) to explore business development resources they have available and the potential for federal Disadvantaged Business Enterprises (DBE) and Small Business Enterprise (SBE) Certification through OMWBE. There may be general business advantages for such certification but keep in mind that Intercity Transit does not set contract specific DBE goals nor does it set any SBE participation goals.

All interested firms are reminded to afford all potential business partners an equal, non-discriminatory opportunity to compete for business as joint venture partners or subcontractors. Intercity Transit is interested in firms that demonstrate a commitment to equal employment opportunity and encourages firms to employ a workforce that reflects the region's diversity and to adhere to nondiscrimination requirements of federal and state laws.

A. ANTICIPATED PROJECT SCHEDULE

Transit expects to award the Contract resulting from this RFB in approximately June 2018. Transit anticipates that the work as described above should take place during the summer months, as the project is weather dependent. The Specifications articulate acceptable times to perform the tasks.

B. LOCATION INFORMATION AND ACCESS

The Martin Way Park and Ride is located at the corner of I5 and Martin Way, 5190 Martin Way E, Lacey WA 98516. The lot work must not heavily impact bus service in and out of this location. The area is to be configured to allow sections to be worked on at different times to minimize the impact on the public utilizing the parking areas and coach movement.

Centennial Station is located at 6600 Yelm Highway, Lacey WA. This is an Amtrak train station. The area is to be configured to allow sections to be worked on at different times to minimize the impact on the public utilizing the parking areas and coach movement.

Contractor shall be responsible for communicating and controlling pedestrian and traffic movement safely around all construction activity on Transit property. Contractor will be responsible for posting signs, taping off hazard areas, placement of traffic cones, and other security measures. Work will be performed on Transit property only, and no city or county roads are to be affected.

C. LICENSES, PERMITS, AND REGULATIONS

Contractor must be licensed to do business by Washington State, City of Lacey, and Thurston County. It is the Contractor's responsibility to obtain, or retain in good standing, all required trade and business licenses and documentation. In order to perform work on site, the Contractor must comply with the requirements of the permit application process and any other requirements as set forth by the City of Lacey and Thurston County.

The contractor shall be solely responsible to obtain and pay for all required permits prior to the start of construction. Such costs are to be included in the bid price submitted. The contractor shall submit copies of all permits obtained to Transit.

Contractor will be responsible for complying with any construction related permit conditions and coordinating all required inspections.

D. CHANGES MADE DURING WORK

Changes made during performance must be submitted in writing to Transit and must be approved by Transit's representative prior to the Contractor implementing any changes. The request must state: (1) a detailed description of the change; (2) detailed information describing any additional costs (or credits) involved; and (3) detailed information describing the effect of the changes on the project schedule, if any.

E. GUARANTEE OF WORK

The Awarded Contractor warrants and guarantees to Transit that all work for this project shall be in accordance with the Contract and Solicitation Documents and will not be defective. Transit will give notice of all defects to the Contractor for correction. The Awarded Contractor shall remedy any defects in the work performed in execution of the Contract. The Awarded Contractor shall guarantee against failure due to defective materials or workmanship for a period of one (1) year from the date of final acceptance of the work completed for this project unless a longer period is specified.

F. GENERAL REQUIREMENTS

The work for this project will occur at Transit's fully operational park and ride locations. The Awarded Contractor will coordinate all site visits, access, and work areas required for construction related activities and use with Transit's Project

Manager to ensure minimal impact on Transit's routine daily operations and provision of public transportation services.

Transit will be responsible to provide notification to the public as to when the work is to be performed. Transit will also be responsible for moving vehicles that fail to leave the areas where work is scheduled to take place.

The Awarded Contractor will work in conjunction with Transit's Project Manager and any other identified Transit personnel to ensure that the services are provided in accordance with industry standards and best practices.

1.3 BIDDER QUALIFICATIONS

Bidder must include evidence in their bid response indicating the following resources will be available when performing the work:

1. Equipment and supplies needed to successfully perform the work specified in an efficient manner.
2. Appropriately trained staff and equipment operators.

1.4 AWARD

Transit intends to award a firm fixed price contract. Contract to the responsive responsible Bidder whose Bid meets all RFB requirements and is determined the most advantageous to Transit.

Transit does not represent or guarantee any minimum purchase. This Solicitation does not obligate Transit to contract for the goods and/or services specified herein. Transit reserves the right to add, remove, or otherwise modify requirements to meet the operational and strategic objectives of the agency.

1.5 CONTRACT TERM

The term of the Contract resulting from this RFB shall not exceed six months following execution. Work shall be performed during favorable weather during the 2018 summer/fall time period. The contract is complete upon final payment for work performed. Warranty coverage is not affected by the contract term and will conclude one year following acceptance of work by Transit.

SECTION 2 – GENERAL INFORMATION AND CONDITIONS

2.1 PROCUREMENT COORDINATOR

All questions and communication concerning Solicitation must be directed to the Procurement Coordinator listed below. All oral communication will be considered unofficial and non-binding. Bidders are to rely only on written statements issued by the Procurement Coordinator.

Procurement Coordinator: Jeff Peterson
Email Address: jpeterson@intercitytransit.com
Address: Intercity Transit
526 Pattison Street SE
Olympia, WA 98501

2.2 ANTICIPATED PROCUREMENT SCHEDULE

The activities and dates listed below represent the anticipated procurement schedule. Transit reserves the right to change the schedule. Transit will post any changes to Pre-Bid date or Bid Due Date and Time on the Builders Exchange of Washington (BXWA) at www.bxwa.com.

| Procurement Activity | Date and Time (Pacific Time) |
|--|------------------------------|
| RFB Release | May 1, 2018 |
| Optional Pre-Bid Meeting & Site Visit | May 16, 2018 at 1:00p.m. |
| Questions and Requests for Clarifications or Approved Equals Due | May 17, 2018 by 5:00p.m. |
| Bid Due Date and Time | May 29, 2018 by 3:00p.m. |
| Anticipated Contract Award Date | June 2018 |

2.3 OPTIONAL PRE-BID MEETING

Transit will hold an optional Pre-Bid Meeting and site visit (transportation to the sites will be provided by Transit) at the time and date identified below. While attendance is not mandatory, Bidders are encouraged to attend. This meeting will provide prospective Bidders an opportunity to seek clarification and raise concerns related to the Solicitation. This meeting will also provide an opportunity to view current conditions at each location. Each prospective Bidder is obligated to raise pertinent issues during this meeting. If interpretations, specifications, or other Solicitation concerns warrant a change or clarification as a result of the meeting, the Procurement Coordinator will do so by issuing an Addenda posted on BXWA.

Pre-Bid Meeting Date: May 16, 2018
Pre-Bid Meeting Time: 1:00p.m. (PT)
Pre-Bid Meeting Location: Intercity Transit Administration Facility
526 Pattison Street SE
Olympia, WA 98501

2.4 SOLICITATION DOCUMENT AVAILABILITY

All Solicitation documents may be accessed on-line through [BXWA](#). Bidders are responsible to register in [BXWA](#) and download all of the Solicitation Documents.

To access the documents posted on BXWA, click on: "Posted Projects", "Public Works", "Public Agencies: Intercity Transit". Interested Bidders are encouraged to "Register for this Project" at BXWA in order to be placed on the plan holder's list and receive automatic email notification of Solicitation Addenda. Contact Builders Exchange of Washington at (425) 258-1303 if you require assistance with accessing, downloading, or printing the Solicitation documents.

Transit will post Addenda or any schedule changes on [BXWA](#). Bidders are responsible to check for updates and obtain any Addenda related to this Solicitation. Failure to do so may result in the submission of a Bid that is inconsistent with most the current information and may result in disqualification.

2.5 EXAMINATION OF DOCUMENTS

Bidder must thoroughly examine all Solicitation Documents, including but not limited to, the RFB, Sample Contract, Submittal Documents, any other material referenced or incorporated herein, and any Addenda. Submission of a Bid constitutes acknowledgment that the Bidder has thoroughly examined all Solicitation Documents.

Bidder's failure or neglect to receive or examine any of the Solicitation Documents, statutes, ordinances, regulations and permits will in no way relieve the Bidder from any obligations with respect to the Bid or any resulting Contract.

Transit will reject claims for additional compensation based upon a lack of knowledge or misunderstanding of any of the Solicitation Documents, statutes, ordinances, regulations, permit requirements, or other materials referenced or incorporated in this RFB.

2.6 QUESTIONS AND CLARIFICATION REQUESTS

Bidder questions and/or requests for clarification regarding this RFB will be allowed consistent with the respective dates specified in the Anticipated Procurement Schedule. All Bidder questions and/or requests for clarification must be submitted in writing via email to the Procurement Coordinator. It is at Transit's sole discretion to accept or reject any request for changes.

Transit will provide an official written response to Bidder questions received by the respective deadlines. Bidders must not rely on any oral statements or conversations, whether at the Pre-Bid Meeting or otherwise, with Transit representatives for questions or clarifications regarding this RFB. Verbal responses to questions and/or clarifications will be considered unofficial and non-binding. Only written responses posted to BXWA in the form of an Addendum will be considered official and binding. All such Addenda will become part of the Solicitation and any awarded Contract.

If no requests for clarification are received, Transit will construe silence as acceptance and that the Bidder intends to comply with the Solicitation Documents as written in their entirety.

2.7 APPROVED EQUALS REQUESTS

Bidder requests for approved equals or deviation from the scope of work and technical specifications are due no later than the date and time identified in the Anticipated Procurement Schedule. All such requests must be submitted in writing via email to the Procurement Coordinator. It is at Transit's sole discretion to accept or reject these requests.

Each request must provide adequate technical information to allow Transit to make an informed decision. Transit reserves the right to deny requests which lack sufficient information. Transit will review all timely requests for approved equals or deviations and issue solicitation Addenda as necessary to document approval or denial.

If no requests for approved equals or deviation are received, Transit will conclude that the Bidder intends to fully comply with all scope of work and specifications as written.

2.8 WAGES AND LABOR PROVISIONS

The Contract resulting from this Solicitation is subject to Chapter 39.12 RCW, and amendments and regulations, relating to Washington State prevailing wages, benefits, and other requirements.

The Awarded Contractor, each Subcontractor, and any other person doing any work under the Contract resulting from this Solicitation must pay laborers, workmen or mechanics not less than the prevailing rate of wage for an hours work in the same trade or occupation in the Washington State locality where such labor is performed. Washington prevailing wage rates are available at <https://fortress.wa.gov/lmi/wagelookup/prvWagelookup.aspx>. Bidders may also obtain a copy of the current Prevailing Wage Rate Publication by written request to the Procurement Coordinator, or may review the Publication located at the Intercity Transit Procurement Office.

The Awarded Contractor is responsible to ensure proper wages are paid and the applicable documentation is submitted to Transit. Wages and benefits higher than the minimums required by law may be paid. In the event wage rates and benefits change during the Contract term, the Awarded Contractor will bear the cost of changes and will not have any claim against Transit on account of such changes.

2.9 RETAINAGE

In accordance with RCW 60.28.011, Transit will retain five (5) percent of the total Contract amount. Unless the Contractor arranges otherwise, retained amounts will be remitted to the Contractor upon receipt of a certified copy of Affidavit of Wages Paid for the Contractor and each subcontractor, final acceptance by Transit of work performed, receipt of all necessary releases, and after any other requirements are met.

2.10 SOLICITATION STANDARDS

The Solicitation Standards document is included in Section 4.

The Solicitation Standards document contains important information for Bidders applicable to this Solicitation. The terms and conditions provided in the Solicitation Standards document apply directly to, and are incorporated by reference, into this

Solicitation and the Contract resulting from this Solicitation. As such, Bidders do not need to attach this document with their Bid. It is the Bidder's responsibility to read and fully understand the details of all items contained herein prior to Bid submittal.

2.11 CONTRACT TERMS

A Sample Contract has been included in Section 8. Intercity Transit expects the final Contract signed by the successful Bidder to be substantially the same as the Sample Contract. Bidder's submission of a Response to this Solicitation constitutes general acceptance of these Contract requirements.

The foregoing should not be interpreted to prohibit either party from proposing additional Contract terms and conditions during negotiation of the final Contract.

2.12 INCORPORATION OF DOCUMENTS INTO CONTRACT

A Bid submitted in response to this Solicitation is an offer to contract with Transit. This Solicitation document, all incorporated documents, any subsequent Addenda, and the successful Bidder's Response will be incorporated by reference into the resulting Contract.

SECTION 3 – SCOPE AND TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

Intercity Transit is seeking a firm to repair damaged asphalt, seal coat, and restripe two locations, the Martin Way Park & Ride located in Lacey and the Amtrak Station Park and Ride located in Thurston County.

The Martin Way Park & Ride area consists of approximately 125,000 square feet of asphalt parking and access road, approximately 200 linear feet of crack sealing, approximately 4,850 linear feet of 4-inch-wide white painted parking stall lines, 4 white directional arrows, and 8 ADA symbol markings. There is approximately a 1,200 square feet of asphalt that will need to be replaced due to significant cracking and settling.

The Amtrak Station Park & Ride area consists of approximately 101,650 feet of asphalt parking and access to the main road, approximately 500 linear feet of crack sealing, approximately 5,500 linear feet of 4-inch-wide white painted parking stall and street fog lines, approximately 1,090 linear feet of double yellow painted street lines, approximately 110 linear feet of 6-inch-wide cross walk lines, and 6 ADA symbol markings. There is approximately an 1,800 square feet of asphalt that will need to be replaced due to significant cracking and settling.

All work shall be performed in accordance with all federal, state and local requirements and statutes. All products shall be handled, used, or applied according to manufacture specifications. Any debris resulting from any work for this project including but not limited to, excessive material and loose chips, shall be disposed of by the Contractor prior to reopening the parking lot. Storm water drains must be protected during the entire process. Any materials that make it into storm water recovery systems are to be removed by the Contractor.

Work shall be performed on a Saturday and/or Sunday. The apparent successful contractor must submit work schedule with times and locations of any traffic deviations. The schedule must be approved by Intercity Transit prior to starting any work.

Estimated project value is \$75,000.

3.2 SCHEDULE

The work shall be conducted on a Saturday and/or Sunday. Work can be performed at any hour, with appropriate notification to the Project Manager. The ideal scenario would be to have cracks filled and one coat completed on a Saturday, second coat on Sunday, and striping to be completed once the second coat is dry. Transit understands the schedule will be weather dependent. The parking lots will need to be divided to ensure about 50% of the parking spaces will be available at all times.

The apparent successful contractor must submit work schedule with times and locations of any traffic deviations. The schedule must be approved by Transit prior to starting any work.

The successful contractor will be required to provide supplies, such as signs, cones and tape, to isolate any area currently under construction to divert foot and vehicular traffic. Contractor is to provide signs to notify the general public of upcoming construction activities that would have a statement similar to "Parking lot improvements taking place on DATE" and "Parking lot will be closed to traffic on DATE".

3.3 INSPECTION AND CORRECTION OF DEFECTS

A. Inspection

The Owner's representative shall have access to all work while it is being performed.

B. Correction of Defects

Notification of unacceptable work will be made as soon as is reasonable after work occurs so that the contractor may make corrections to the satisfaction of Transit.

3.4 CONTRACTOR'S RESPONSIBILITY AND WORKMANSHIP

A. All work shall be performed in strict accordance with these specifications.

B. Skilled workers shall perform Work in a safe manner.

C. No changes or deviations from these specifications shall be permitted without advance written approval from the Transit. The Contractor shall notify Transit in writing of any errors or inconsistencies in these specifications prior to proceeding with the work.

E. All materials and workmanship shall be subject to inspection by the Transit's representative.

F. The Contractor shall provide and shall require his subcontractors to provide all reasonable facilities, labor, materials, equipment, and assistance for the safe and convenient conduct of all inspections that may be required by Transit.

G. Any work performed or results achieved which are not in accordance with these specifications shall be redone to meet specifications at no cost to Transit for additional labor or material required.

3.5 SAFETY

For best results and safest usage of specific products, the Contractor is specifically directed to consult the current Material Safety Data Sheets (MSDS) and instructions for such products prior to application. The Contractor shall supply Transit with copies of the MSDS on all chemicals and paints used.

3.6 ALTERNATE SUPPLIES

No alternate specifications shall be used unless the Contractor followed the request for approved equal process described within the procurement and the alternate specification has been approved by Transit.

3.7 TECHNICAL SPECIFICATIONS

A. Martin Way Park & Ride

- Square Feet: 125,000, approximately.

- Obstacles: 33 parking blocks will need to be removed, sealed under and replaced (4 are heavily damaged and will need to be replaced with new ones), 19 storm drains (18" x 24") to protect, and approximately 8 other access panels each approximately 4 square feet in area protect.
- Painting: approximately 4,850 total linear feet of white paint 4" wide, parking stalls. 8 ADA markings, and 4 directional arrows. Transit provided template.
- Crack Sealing: approximately 200 linear feet.
- Removal and repair of approximately 1,200 square feet of significantly damaged asphalt.

B. Amtrak Park & Ride

- Square Feet: 101,650, approximately.
- Minimal obstacles are present.
- Painting: approximately 5,500 linear feet of white paint, 4" wide, parking stalls. Approximately 110 linear feet of white paint, 6" wide, cross walk. Approximately 1,090 linear feet of double yellow lines. 6 ADA markings.
- Crack Sealing: approximately 500 linear feet.
- Removal and repair of approximately 1,800 square feet of significantly damaged asphalt.

3.7.1 Specifications for Crack Filling

- A. Cracks in excess of 1/4" wide shall be cleaned and filled with Dura-Fill H.S. (Heat Stabilized) hot applied crack filler #A-420 or approved equal.
- B. All cracks pavement surface must be dry and free from all loose material, dirt, dust and weeds. Oil contaminated cracks shall be treated with Armor Seal Oil Spot Primer.
- C. Crack filling material shall be applied before seal coating.
- D. Fill material shall completely cure before sealing.

3.7.2 Specifications for Seal Coating

- A. Material to be used shall be Armor Seal Heavy Duty Pavement Sealer #A-100 or approved equal.
- B. Immediately prior to sealing, all asphalt surfaces must be thoroughly cleaned and contain no loose material, dirt, dust, or other foreign substances. Surfaces that are impacted with hard clay, dust, and silt, that cannot be removed by mechanical sweepers or blowers shall be pressure washed. If dirty surfaces are not properly cleaned, the sealer cannot bond or grip to the surface and de-bonding of the coating will occur.
- C. Sources of water run-off from landscape irrigation will be shut off by Transit, in coordination with the Contractor. The asphalt surface shall be completely dry prior to application.
- D. Prior to final clean up and seal coat application, all asphalt patching, paving, crack filling, or other repair and construction work must be completed.
- E. All grease, oil, gasoline, and similar petroleum build-up or stains shall be treated with Prep Seal oil spot primer #A-500 or approved equal.

- F. Apply two Squeegee coats of sealant as per manufacturer’s specifications to all edges. Spray two coats of sealant as per manufacturer’s specifications to the rest of the parking lot surfaces. Each of the two coats shall have product coverage of 70 to 80 sq feet per gallon.
- G. Allow 12 hours of drying time between the first and second application of sealant.
- H. Multiple coats shall be applied in cross directions where possible.
- I. Do not apply when temperature is below 60° F. Do not apply if rain is expected within 24 hours of application.
- J. Contractors equipment shall be maintained in good working order; free of leaks, calibrated and clean.
- K. Contractor to remove any excessive material or loose chips prior to reopening parking lot.
- L. Contractor shall completely clean the work site at the end of each work day. All debris associated with the work shall be collected and disposed of by the contractor.

3.7.3 Specifications for Parking Lot Painting and Striping

- A. Material to be used shall be solvent based traffic paint: white, yellow, and blue (ADA parking stalls only), or approved equal.
- B. Surface must be clear of all dirt, debris, and moisture before application.
- C. All flaking paint shall be scraped off before applying new paint.
- D. Ground temperature must be above 50 degrees.
- E. All lines shall be snapped with chalk prior to painting.
- F. All lines shall be a minimum of four inches wide, six inches wide for cross walks.
- G. All painted parking lot and access road markings shall match the existing layout and color scheme. Templates for ADA, directional arrows, and such shall be provided by the Contractor.
- H. Paint shall be applied a minimum of 15 mils thick.

3.7.4 Specifications for Asphalt Removal and Replacement

- A. Remove existing asphalt and substrate.
- B. Materials to be used to repair all heavily damaged asphalt sections at both Martin Way and Centennial Station consist of a base layer of 4” CSBC, followed by 2” CSTC, followed by 2” commercial HMA, and final layer is 2” commercial HMA.
- C. Finished product shall result in a 2% grade from curb or high point to existing drains/water catchment basins to maximize water run-off and minimize pooling.

3.8 ARIAL VIEW OF EACH LOCATION

Martin Way:  AerialMartinWayPR.pdf

Centennial Station:  AerialCentennial.pdf

SECTION 4 - SOLICITATION STANDARDS

4.1 DEFINITIONS

This section contains definitions of terms commonly used in Solicitations conducted by Intercity Transit.

| | |
|----------------------------------|---|
| Agency | Intercity Transit (Transit). |
| Amendment or Addendum | A change to a legal document. For the purposes of a Solicitation document, an amendment is a unilateral change issued by Transit, at its sole discretion. |
| Authorized Representative | An individual designated by the Bidder to act on its behalf with the authority to legally bind the Bidder concerning the terms and conditions set forth in Solicitation and Proposal documents. |
| Bid | A sealed written offer to provide materials, supplies, services, and/or equipment in reply to a Request for Bids (RFB). |
| Business Days | Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the Intercity Transit, unless otherwise specified within the Solicitation document. |
| Calendar Days | Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When “days” are not specified, Calendar Days will prevail. |
| Contract | All types of agency agreements, regardless of what they may be called, for the procurement of supplies, services or construction. |
| Contractor | Any person or entity having a contract with Intercity Transit. |
| Procurement Coordinator | The individual authorized by Transit who is responsible for conducting a specific Solicitation. |
| RCW | Revised Code of Washington. |
| Responsible | The ability, capacity, and skill to perform the Contract or provide the service required, including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Bidder. Further considerations may include, but are not limited to, whether the Bidder can perform the Contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the Bidder with laws relating to the contract or services and such other information as may be secured having a bearing on the decision to award the Contract. |
| Responsive | A Bid or Proposal that meets all material terms of the Solicitation document. |
| Response | A Bid or Proposal. |
| Solicitation | The process of notifying prospective Bidders that Transit wants competitive Bids or Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, including: the Invitation For Bids (IFB) or Request For Proposals (RFP) or Request for Qualifications (RFQ), along with all attachments and exhibits. |

| | |
|----------------------|---|
| Subcontractor | A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the Contractor. |
| Vendor | A provider of materials, supplies, services, and/or equipment. |

4.2 AMENDMENTS AND ADDENDA

Transit reserves the right to amend this Solicitation at any time before the Proposal due date and time. Amendments may be for any reason deemed necessary by Transit including, without limitation, changes in quantity, quality, delivery requirements, due date, procedures, baseline technical requirements, statement of work requirements, or selection criteria.

All Addenda will be posted on BXWA. It is the Bidder’s sole responsibility to check periodically for Addenda related to this Solicitation.

If there is any conflict between Addenda, or between an Addendum and the original Solicitation document, whichever document was issued last in time shall be controlling.

4.3 COLLUSION

If Transit determines that collusion has occurred among Bidders, none of the Bids of the participants in the collusion will be considered. Transit’s determination shall be final.

4.4 SUSTAINABILITY COMMITMENT

Transit is a founding signatory with Gold Level recognition for the American Public Transportation Association Sustainability Commitment. Our Environmental and Sustainability Policy directs all employees including those working our behalf of Transit to be in compliance with all environmental laws and regulations, policy communication, pollution prevention, incorporation of sustainability practices in all operations, and maintaining an ISO14001 Certified Environmental and Sustainability Management System ([ESMS](#)).

Transit is committed to implementing core processes which set the basis for environmental, social, and economic sustainability. Transit administers these practices on an ongoing basis with a commitment to continual improvement. Should the resulting contract impact Transit’s sustainability commitments, Bidders may be required to provide relevant information about the goods or services being procured. Bidders may also be required to validate their ability to comply with Transit’s environmental management and sustainability practices.

*The Successful Bidder must review, complete, and sign Transit’s Contractor Management Environmental Activities manual prior to starting work.

4.5 ENVIRONMENTAL POLLUTION PREVENTION AND PUBLIC NATURAL RESOURCES PRESERVATION

The Successful Bidder will comply with applicable portions of the following statutes, ordinances and regulations and such other regulatory measures dealing with the prevention of environmental pollution and the preservation of public natural resources as may be subsequently identified by Transit or other public agencies as applicable to the work.

- A. Federal. Natural Environmental Policy Act of 1969, 42 USC 4321 et seq.; Executive Order 11514; Clean Water Act, 33 USC 1251 et seq.
- B. State. Water Pollution Control Act, Chapter 90.48 RCW; State Environmental Policy Act of 1971, Chapter 43.21C RCW and WAC Chapter 1997-10; Noise Control Act of 1974, Chapter 70.107 RCW; Washington Clean Air Act, Chapter 70.94 RCW and WAC Chapter 1; Shoreline Management Act of 1971, Chapter 90.58 RCW.
- C. Regional. Any applicable Air Pollution Control District regulations.
- D. Thurston County. Any applicable County ordinances and regulations.
- E. Local. Any applicable City ordinances and regulations.

4.6 INSURANCE

The Successful Bidder is required to obtain insurance to protect Transit should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Bidder or its Subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this Solicitation. Bidders will find a complete description of the specific insurance requirements in the Sample Contract document located in Section 7 of the Solicitation document.

4.7 MINORITY, WOMAN, DISADVANTAGED AND SMALL BUSINESS ENTERPRISES

Transit is committed to maximum utilization of minority, women, and disadvantaged businesses enterprises (DBE), and small businesses enterprises (SBE). All businesses are encouraged to respond.

Interested firms are reminded to provide all potential business partners an equal, non-discriminatory opportunity to compete for business as joint venture partners or subcontractors. Transit is interested in firms that demonstrate a commitment to equal employment opportunity and encourages firms to employ a workforce that reflects the region's diversity and to adhere to non-discrimination.

4.8 NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Bidder.

Bidder is solely liable for any and all costs associated with preparing, submitting or presenting a Bid in response to this Solicitation. Transit is not liable for any cost incurred by the Bidder in the process of responding to this Solicitation.

4.9 NO OBLIGATION TO CONTRACT

This Solicitation does not obligate Transit to contract for the service(s) or product(s) specified. Transit reserves the right to cancel or reissue this Solicitation in whole or in part, for any reason, prior to Contract award.

4.10 POLICY COMPLIANCE

Transit does not permit alcohol, drugs and weapons on Transit property. Tobacco products must only be used in designated areas. The Awarded Contractor is responsible to ensure

that all employees and any Subcontractors assigned to work on Transit property are aware of and comply with these policies.

4.11 PROJECT PERSONNEL

Bidder represents that it has, or will obtain, all qualified personnel necessary to perform the services required under this Solicitation. All services required under this Solicitation shall be performed by the Bidder, its employees, agents, representatives, or authorized Subcontractors. Upon Contract award, Contractor will not change assigned project personnel or subcontractors without prior Transit approval.

4.12 BID CLARIFICATION

Transit will make the sole determination of clarity and completeness in the Bids relative to any of the provisions in this Solicitation. Transit reserves the right to require clarification, additional information and materials in any form relative to any or all of the provisions or conditions of this Solicitation.

To aid in the Response evaluation process, after Response due date and time, Transit may require individual Bidders to appear at a date, time and place determined by Transit for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. In no manner shall such action be construed as negotiations or an indication of Transit's intention to award.

4.13 BID COSTS

Bidder is solely liable for any and all costs associated with preparing, submitting or presenting a Bid in response to this Solicitation. Transit is not liable for any cost incurred by the Bidder in the process of responding to this Solicitation.

4.14 BID DEADLINE POSTPONEMENT

Transit reserves the right to postpone the Bid due date and time at any time prior to the set due date and time.

4.15 BID OWNERSHIP

All Bids and materials submitted in response to this Solicitation will become the property of Transit. Information in each Bid will be shared with Transit employees and other persons involved in Bid evaluation. Transit will have the right to use ideas or adaptations of ideas that are presented in the Bid. Selection or rejection of the offer will not affect this right.

4.16 PROJECT PERSONNEL

Bidder represents that it has, or will obtain, all qualified personnel necessary to perform the services required under this Solicitation. All services required under this Solicitation shall be performed by the Bidder, its employees, agents, representatives, or authorized Subcontractors. Upon Contract award, Contractor will not change assigned project personnel or subcontractors without prior Transit approval.

4.17 WORK SITE INSPECTION

Bidder must understand and inspect the work location(s). Interested Bidders may visit the location during the scheduled Pre-Bid Meeting or other time as needed as the locations are

open public park and rides. By signing its Bid, Bidder is accepting the work conditions. The Awarded Contractor will be responsible to complete all required work in accordance with the Solicitation and Contract Documents. If during the course of or as a result of the inspection and examination, a Bidder finds facts or conditions which appear to conflict with the letter or spirit of the Solicitation and Contract Documents, or with any other data or material made available to the Bidder relating to the work, the Bidder will promptly notify Transit in writing and request additional information and explanation before submitting a Bid.

4.18 BID REJECTION

Transit reserves the right to reject any Bid for any reason including, but not limited to, the following:

- A. Any Bid which is incomplete, obscure, irregular or lacking necessary detail and specificity;
- B. Any Bid which contains figures (price, percentage or others) that are not legible or subject to more than one interpretation;
- C. Any Bid from Bidder(s) who (in the sole judgment of Transit) lack the qualification and/or responsibility necessary to perform the work properly;
- D. Any Bid for which a Bidder fails or neglects to complete and submit any qualification information within the time specified by Transit; and
- E. Any Bid submitted by a Bidder who is not registered or licensed as may be required by the laws of the state of Washington.

Transit further reserves the right to reject any or all Bids, to waive any minor irregularities or informalities (without obligation) in any response to the Solicitation, and to accept any items or combination of items. In consideration for Transit's review and evaluation of its Bid, the Bidder waives and releases any claims against Transit arising from rejection of any or all Bids.

4.19 BID WITHDRAWAL OR MODIFICATION

A modification of a Bid already received will be considered only if the modification is received prior to the Bid due date and time. All modifications shall be made in writing, executed and submitted in the same form and manner as the original Bid. Notwithstanding the above, a late modification of an otherwise successful Bid that makes its terms more favorable to Transit may be considered at any time it is received and may be accepted.

Bidders may withdraw their Bid by written request to the Procurement Coordinator. The withdrawal request must be received by the Procurement Coordinator prior to Bid due date and time. Bids may be withdrawn in person by the Bidder or an Authorized Representative, if the representative's identity is made known and the representative signs a receipt for the Bid before the Bid due date and time.

No Bidder may withdraw a Bid after the Bid due date and time, or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) Calendar Days from the Bid due date and time. Transit reserves the right to request that Bidders grant an extension of such effective period.

Transit will not give consideration to a claim of error in a Bid unless written notice and supporting evidence of such claim, including cost breakdown sheets, are delivered to Transit within forty-eight (48) hours after Bid opening. Any review by Transit of a Bid and/or any review of such a claim of error (including supporting evidence) creates no duty or liability on Transit to discover any other error or mistake, and the sole liability for any Bid errors rests with the Bidder.

4.20 PROPRIETARY OR CONFIDENTIAL INFORMATION

Transit will not disclose any information contained in competing Bids or the number of Bids received until after Contract award. Transit will keep information submitted through this process confidential to the extent allowed by state or federal law.

All information contained in the Bids is subject to the Washington State Public Records Act, RCW Chapter 42.56, and may be subject to public inspection. It should be noted that RCW 42.56.270(1) states that the following information is exempt from disclosure: "Valuable formulae, designs, drawings, computer source code or object code, and research data obtained by any agency within five years of the request for disclosure when disclosure would produce private gain and public loss."

Bidders, who include data in their Bids which conforms to the above limitations and that they do not want disclosed to the public for any purpose or used by Transit, except for in evaluation purposes, must indicate any pages and/or sections of the Response that Bidder desires to claim as proprietary in the Bidder Information section of the Bid Submittal Document titles "Proprietary or Confidential Information".

4.21 SINGLE BID RECEIVED

If Transit receives a single responsive, responsible Bid, Transit shall have the right, in its sole discretion, to extend to the Bid acceptance period for an additional forty-five (45) Calendar Days and to conduct a price or cost analysis on such Bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by Transit to assist in such analysis. By conducting such analysis, Transit shall not be obligated to accept the single Bid. Transit reserves the right to reject such Bid or any portion thereof.

4.22 TRANSIT POLICY COMPLIANCE

Transit does not permit alcohol, drugs and weapons on Transit property. Tobacco products must only be used in designated areas. The Awarded Contractor is responsible to ensure that all employees and any Subcontractors assigned to work on Transit property are aware of and comply with these policies.

4.23 CONTRACT TERMS

A Sample Contract has been included in Section 7. Intercity Transit expects the final Contract signed by the successful Bidder to be substantially the same as the Sample Contract. Bidder's submission of a Response to this Solicitation constitutes general acceptance of these Contract requirements.

The foregoing should not be interpreted to prohibit either party from proposing additional Contract terms and conditions during negotiation of the final Contract.

4.24 PROTEST PROCEDURES

Protests shall be filed and resolved in accordance with following procedure:

- A. **Right to Protest.** Any actual or prospective Bidder, including sub-contractors and suppliers showing a substantial economic interest in this project, who is aggrieved in connection with the solicitation or award of this project, may file a protest. A protest with respect to the RFB shall be submitted in writing to the Intercity Transit General Manager prior to the established Bid due date and time unless the aggrieved person did not know the facts giving rise to such protest prior to Bid date. The protest shall be submitted within seven (7) Calendar Days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protester is not satisfied with the solution of the General Manager, a written protest may be filed with the Intercity Transit Authority. Protests filed more than seven (7) Calendar Days following the receipt of the General Manager's written determination will not be accepted.
- B. **Stay of Procurements During Protests.** In the event of a timely protest, the General Manager shall not proceed further with the solicitation or award of the Contract until all administrative and judicial remedies have been exhausted or until the Intercity Transit Authority makes a determination on the record that the award of a Contract without delay is necessary to protect substantial interests of Transit.
- C. **Entitlement of Costs.** In addition to any other relief, when a protest is sustained and the protesting Bidder should have been awarded the Contract under the solicitation, but is not, then the protesting Bidder shall be entitled to the reasonable costs incurred in connection with the solicitation, including preparation costs, other than attorney's fees.
- D. **Process.** In order to be considered, a protest shall be in writing and shall include:
 1. The name and address of the aggrieved person;
 2. The project number and title under which the protest is submitted;
 3. A detailed description of the specific grounds for protest and any supporting documentation; and
 4. The specific ruling or relief requested.

The written protest will be addressed to:

Intercity Transit
Attention: General Manager - Bid Protest
526 SE Pattison Street
Olympia, WA 98501

Failure to comply with these protest procedures shall render a protest untimely or inadequate and may result in rejection by Transit.

For procurements that include federal funding, the Federal Transit Administration (FTA) may entertain a protest that alleges that Transit failed to have or follow written protest procedures. Such protest must be filed with FTA not later than five (5) days after Transit renders a final decision or five (5) days after the protester knows or has reason to know that Transit has failed to render a final decision. A protest to FTA must be filed in accordance with FTA Circular 4220.1F (as periodically updated).

4.25 INCORPORATION OF DOCUMENTS INTO CONTRACT

A Bid submitted in response to this Solicitation is an offer to contract with Transit. This Solicitation document, all incorporated documents, any subsequent Addenda, and the successful Bidder's Response will be incorporated by reference into the resulting Contract.

SECTION 5 – BID SUBMITTALS

Respond to the following requirements in this section.

5.1 BID SUBMITTAL REQUIREMENTS

Bidder must complete and provide the following information using in the Bid Submittal Document located in Section 6. Incomplete or vague responses may be considered non-responsive and may be rejected. Failure to complete and submit all items listed in this section may disqualify the Bidder from further participation in this RFB.

1. Bidder Acknowledgements

The Bidder Acknowledgements must be signed by the Bidder's Authorized Representative. Bidder must complete the acknowledgement of Addenda receipt box(es) by filling in the Addenda number fields for each Solicitation Addenda issued, and complete the signature box information on the Bidder Acknowledgements page.

2. Bidder Information

Bidder must complete the Bidder Profile, Bidder's Authorized Representative, Bidder Qualifications, and Certified DBE and SBE Status sections. Bidder may attach additional sheets if necessary.

3. Subcontractor Information

Bidder is instructed to complete the Subcontractor Information section if the Bidder intends on utilizing Subcontractors. If Bidder does not intend to use Subcontractors, the Bidder is not required to complete this section of the Bid Submittal Document. If no information is entered, Transit will assume that Subcontractors will not be used.

Transit will accept Bids that include third party involvement only if the Bidder submitting the Bid agrees to take complete responsibility for all actions of such Subcontractors. Bidder must disclose the use of any Subcontractor(s) in their Bid.

If applicable, Bidder will identify all Subcontractors who will perform services in fulfillment of Contract requirements, including their name, the nature of services to be performed, address, telephone, email, federal tax identification number (TIN), Washington State Unified Business Identifier (UBI), and DBE or SBE certification status. Transit reserves the right to approve or reject any and all Subcontractors that Bidder proposes. Any Subcontractors not listed in the Bidder's Response, who are engaged after award of the Contract, must be pre-approved, in writing, by Transit before providing services under the Contract.

In accordance with RCW 39.06, a Public Works Contractor must verify responsibility criteria for each first tier Subcontractor, and a Subcontractor of any tier that hires other Subcontractors must verify responsibility criteria for each of its Subcontractors.

Verification shall include that each Subcontractor, at the time of subcontract execution, meets the responsibility criteria outlined above and possesses an electrical Contractor license, if required by RCW 19.28, or an elevator Contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must be included in all Public Works Contract and subcontract of every tier. This shall in no way release the Contractor from its obligations under the Contract and Solicitation Documents. The Contractor shall be fully responsible to Transit for the acts and

omissions of its Subcontractors. Nothing contained herein shall create any contractual relationship between Transit and any Subcontractor.

4. **References**

Bidder must submit a **minimum of three (3)** references for which the Bidder has provided services similar to those described herein.

Through this submission, Bidder grants permission to Transit to independently contact the references. Transit reserves the right to obtain and consider information from other sources concerning a Bidder, such as Bidder's capability and performance under other contracts, Bidder's financial stability, past or pending litigation, and other publicly available information.

5. **Bid Pricing**

Bidder must complete and submit the Cost Proposal, Section 6.7. Bidder may attach additional sheets if necessary to identify all applicable costs.

Prices will be in U.S. dollars. Bidders will extend unit pricing as required. In the event of an error in the extension of prices, the unit price will prevail. All Bid prices will remain firm for a minimum of sixty (60) Calendar Days from the Bid due date.

Bid prices will include everything necessary for the procurement of the Contract, execution and completion of the work, and fulfillment of the Contract. This includes but is not limited to, furnishing of all materials, delivery costs, equipment, tools, labor and services, Bid preparation costs, Contract management costs and administrative costs, except as may be provided otherwise in the solicitation documents

All applicable taxes which the Awarded Contractor is required to pay, including retail sales or use taxes, must be included in the Bidder's proposed price(s) for the work under the Awarded Contract. No adjustments will be made in the amount to be paid by Transit under the Awarded Contract due to any misunderstanding by or lack of knowledge of the Bidder as to liability for, or the amount of, any taxes for which the Bidder is liable or responsible by law or under the Awarded Contract or because of any increases in tax rates imposed by any Federal, State or local government.

No payments in advance or in anticipation of goods or services to be provided under any resulting Contract will be made. Consultant will only be compensated for performance delivered and accepted by Transit.

5.2 SUBMITTAL INSTRUCTIONS

Bidder will submit their complete Bid in the following manner:

A. Bid: Bidder must complete and submit all sections of the Bid Submittal Document, located in Section 6 as their Bid. One (1) hard copy and one (1) electronic copy of the Bidder's complete Bid must be received by Intercity Transit on or before the **Bid Due Date and Time** set forth in Section 2.2, Anticipated Procurement Schedule.

1. *Hard Copy:* The hard copy Bid is to be submitted on 8.5" x 11" white paper in a bound format that allows the pages to lie fully flat when open.

2. *Electronic Copy:* The electronic copy Bid is to be submitted on a USB flash drive or CD-RW/CD-ROM, labeled with the RFB number and Bidder's name. The

preferred electronic formats are Microsoft Word 2000 (or more recent version) and PDF.

B. Delivery of Bid: The Bid must be delivered as follows:

1. Enclose the hard copy and electronic copy of the Bid together in a single envelope or container and label as follows:

BID - DO NOT OPEN
PROJECT 1817 - Parking Lot Sealing

Intercity Transit
Attn: Jeff Peterson
526 Pattison Street SE
Olympia, WA 98501

2. Ensure delivery to Transit at the address provided in Item B.1 above on or before the Bid due date and time. The telephone number for shipping purposes is (360) 786-1881.

C. Time of Receipt: Time of receipt will be determined by the date and time the Bid is received by Transit's Administrative Office Receptionist. Bidder accepts all risks of late delivery regardless of fault or chosen method of delivery.

Bids are to be submitted in the format described in this Solicitation. No oral, faxed, e-mailed or telephone Bids or modifications will be accepted or considered. All Bids and any accompanying documentation become the property of Transit and will not be returned. **In the event of any discrepancies between the hard copy and electronic copy Bid, the hard copy will prevail.**

5.3 LATE BIDS

Any Bid received after the exact time specified for Bid due date and time will not be accepted or receive consideration. The exact time is designated as the date and time received by Transit's Administrative Office Receptionist.

5.4 BID OPENING

Transit will publicly open Bids at its Administrative Building as specified in the Anticipated Procurement Schedule. Any time following the public Bid opening, Bidders may obtain a list of Bidders. Contact the Procurement Coordinator for requests for all other information related to this Solicitation.

Transit reserves the right to postpone the Bid Due Date and Time at any time prior to the date and time specified in Section 2.2.

5.5 BIDDER RESPONSIVENESS

Bidder must respond to each question/requirement contained in this RFB. Failure to demonstrate to Transit that your firm meets RFB requirements and/or comply with any applicable item may result in the Response being deemed non-responsive and disqualified from further consideration.

Transit, at its sole discretion, reserves the right to consider the actual level of Bidder's compliance with Solicitation requirements, accept or reject any and all Bids received, waive any irregularities or minor informalities, to accept any items or combination of items, and to request additional information required to fully evaluate a Bid.

SECTION 5 – EVALUATION AND AWARD

6.1 BID EVALUATION AND AWARD

Bids will be evaluated by Transit to determine the lowest responsive responsible Bidder and which Bid, if any, should be accepted by Transit. Transit in its sole discretion reserves the right, but without obligation, to waive informalities and irregularities.

1. Responsiveness. Transit will consider all material submitted by the Bidder to determine whether the Bidder's offering is in compliance with the Solicitation Documents.
2. Responsibility. Transit will consider all material submitted by the Bidder, and evidence it may obtain otherwise, to determine whether the Bidder, its key personnel, and proposed Subcontractors have the qualifications and experience to successfully fulfill Contract obligations.
3. Price. The lowest bid price(s) offered for the goods and services listed.

Within sixty (60) Calendar Days after the opening of Bids, Transit will either accept a Bid, reject all Bids, or take such other action as may be in its best interest. Transit reserves the right to request extension of the Bid acceptance period. Bid acceptance will be followed by a written notice of award of Contract.

6.2 BIDDER QUALIFICATIONS

In accordance with RCW 39.04, Bidder must meet the following criteria to be considered responsible Bidder and qualified for a Public Works Contract award. The Bidder must:

- a. Have a certificate of registration in compliance with Chapter 18.27 RCW at the time of Bid submittal;
- b. Have a current Washington State unified business identifier (UBI) number;
- c. If applicable, have industrial insurance coverage for its employees working in Washington State as required in Title 51 RCW;
- d. If applicable, have an employment security department number as required in Title 50 RCW;
- e. If applicable, have a Washington State excise tax registration number as required in Title 82 RCW; and
- f. Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3).

In accordance with RCW 39.06, a Public Works Contractor must verify responsibility criteria for each first tier Subcontractor, and a Subcontractor of any tier that hires other Subcontractors must verify responsibility criteria for each of its Subcontractors. Verification shall include that each Subcontractor, at the time of subcontract execution, meets the responsibility criteria outlined above and possesses an electrical Contractor license, if required by RCW 19.28, or an elevator Contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must be included in every Public Works Contract and subcontract of every tier. This shall in no way release the Contractor from its obligations under the Contract and Solicitation Documents. The Contractor shall be fully responsible to Transit for the acts and omissions of its Subcontractors. Nothing contained herein shall create any contractual relationship between Transit and any Subcontractor.

6.3 EXECUTION OF CONTRACT AND NOTICE TO PROCEED

The successful Bidder will execute the final Contract in duplicate and return to Transit, together with the evidences of insurance, within ten (10) Business Days of its receipt. After execution by Transit, one (1) original signed Contract will be returned to the Awarded Contractor.

Transit will coordinate when the work is to be performed with the awarded contractor based on weather and scheduling. Transit will issue a notice to proceed when the schedule is mutually agreed upon.

6.4 POST AWARD MEETING

The Awarded Contractor may be required to attend a post award meeting scheduled by the Procurement Coordinator to discuss Contract performance requirements. The time and place of this meeting will be scheduled following Contract award.

6.5 PRE-CONSTRUCTION MEETING

The Awarded Contractor may be required to attend a pre-construction meeting, scheduled by Transit in conjunction with other interested parties to discuss Contract performance requirements. The time and place of this meeting will be scheduled following Contract award.

6.6 PERFORMANCE AND PAYMENT BOND

The Awarded Contractor will furnish a performance and payment bond, on the form provided as Appendix A in the amount of 100% of the Contract price as security for the faithful performance of the work, including the payment of all persons furnishing materials and performing labor on the work, and all payments arising from the performance of the work due Washington State pursuant to Titles 50 and 51 RCW. Such bond must be executed by a duly licensed Surety company registered with the Washington State Insurance Commissioner.

SECTION 6 – SUBMITTAL DOCUMENTS

7.1 SUBMITTAL INSTRUCTIONS

Bidder must properly complete and submit all sections of this RFB Submittal Document as their Bid by the Bid Due Date and Time.

The Bid must include all completed sections of this Bid Submittal Document as listed below:

1. Cover Letter
2. Bidder Acknowledgements
3. Bidder Information
4. Bidder Guarantee Bond
5. Subcontractor Information
6. References
7. Bid Pricing

Bidder will submit their complete Bid in accordance with Section 4, Bid Submittals, of the RFB document.

7.2 COVER LETTER

The Cover Letter must be signed by the individual within the organization authorized to bind the proposing firm to the offer. The Cover Letter will include the following information about the Bidder and any proposed Subcontractors:

1. Identify the proposing firm or firms. If submitting as a team or joint-venture, identify the lead (responsible) party.
2. Clear statement(s) of the contractual relationship between the participating firms listed in Item 1 above.
3. Name, address, and telephone number of the individual who will represent the Bidder(s) during contract negotiations with Intercity Transit.
4. A brief introduction of the proposing firm and key personnel.
5. A brief statement about the proposing firm's qualifications and experience.
6. A statement confirming when the proposing firm is available to begin and complete work on this project.
7. Specific acknowledgement of receipt of all Addenda issued prior to the Proposal due date and time.
8. Signature of the letter by an individual capable of committing the resources of the lead proposing firm.

7.3 BIDDER INFORMATION

A. Bidder Profile:

Bidder must provide the following:

Firm Name _____

DBA Name *(if applicable)* _____

Street Address _____

City, State, Zip Code _____

Federal Tax ID Number _____

WA State UBI Number _____

DUNS # _____

B. Bidder Authorized Representative:

Bidder must designate an Authorized Representative who will be the principal point of contact for the Procurement Coordinator for the duration of this RFB process. Bidder's Authorized Representative will serve as the focal point for business matters and administrative activities.

Representative Name: _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Email Address _____

C. Bidder Company Information:

| | |
|---|--|
| WA State Contractor Registration No. | |
| WA State Employment Security Dept. No. | |
| WA State Excise Tax Registration No. | |
| WA State Worker's Comp Account No. <i>(If you do not have an account, please explain why)</i> | |
| WA State L&I Debarred Contractor Is your firm disqualified from bidding on Public Works contracts in WA? | <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If "yes", your firm is not qualified to bid on this project)</i> |

D. Proprietary or Confidential Information

Bidder must indicate any pages and/or sections of their Response that Bidder desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56

RCW below. Indicate the pages of Bidder's Response that have been marked "Confidential" and the particular exception from disclosure upon which the Bidder is making the claim below. Please see Section 4 of the Solicitation Standards document for more detail on Proprietary or Confidential Information as it relates to this Solicitation. *If not applicable, Bidder is instructed to enter "NA" in the box below.*

E. Certified DBE and SEB Status:

Intercity Transit gathers the following Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) information for reporting purposes. Bidder is instructed to check the applicable boxes and enter associated certification numbers, as applicable, below:

- Not Applicable
- DBE Certification #: _____
- SBE Certification #: _____

Transit is committed to maximum utilization of minority, women, and disadvantaged businesses enterprises (DBE), and small businesses enterprises (SBE). All businesses are encouraged to respond.

Interested firms are reminded to provide all potential business partners an equal, non-discriminatory opportunity to compete for business as joint venture partners or subcontractors. Transit is interested in firms that demonstrate a commitment to equal employment opportunity and encourages firms to employ a workforce that reflects the region's diversity and to adhere to non-discrimination.

F. Statement of Prior Contract Termination:

Bidder must disclose below if the Bidder's firm and/or any proposed subcontractors have had a contract terminated for either cause or convenience in the last five (5) years. If a contract was terminated for cause or convenience during this timeframe, submit full details of the termination including but not limited to, the reason for termination, the other party's contact information (name, address, email address, and telephone number), and the Bidder's position on the matter. Transit will evaluate the information and may, at its sole discretion, reject the Response based on the risk to the Agency. If not applicable, Bidder is instructed to enter "NA" in the box below.

7.4 REFERENCES

Bidder must provide three (3) references for which the Bidder has provided goods and/or services similar to those described in this Solicitation. References must not be from an individual, company or organization with any special interest, financial or otherwise, to the Bidder.

Reference 1

Company Name: _____
Type of
Organization:* _____
Contact Name: _____
Job Title: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Brief Reference
Project Description: _____

Reference 2

Company Name: _____
Type of
Organization:* _____
Contact Name: _____
Job Title: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Brief Reference
Project Description: _____

Reference 3

Company Name: _____
Type of
Organization:* _____
Contact Name: _____
Job Title: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Brief Reference
Project Description: _____

*Type of Organization – Municipality, Public Agency, Etc.

7.1 BIDDER GUARNANTY BOND

KNOW ALL BY THESE PRESENTS: That we, _____, as Principal, and _____, as Surety, are jointly and severally held and firmly bound unto INTERCITY TRANSIT, hereinafter called the Obligee, each in the penal sum of five percent (5%) of the Base Bid price of the Principal for the work, this sum not to exceed _____ DOLLARS (\$_____) of lawful money of the United States, for the payment whereof unto the Obligee, the Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of Project 1817 - Parking Lot Sealing

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the Contract, and if the Principal, within the time specified in the Bid for such Contract, fulfills all of the requirements of the Contract Documents which are conditions precedent to the execution of the agreement, enters into, executes and delivers to the Obligee an agreement on the form provided herein complete with evidences of insurance, and if the Principal, within the time specified in the Bid, gives to the Obligee the performance bond on the form provided herein, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Obligee the difference in money between the total amount of the Bid of the Principal and the amount for which the Obligee legally contracts with another party to fulfill the Contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety and the Obligee and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this ____ day of _____, 2018.

Principal: _____
By: _____
Title: _____
Address: _____
City/Zip: _____
Telephone: _____
Witness: _____

Surety: _____
By: _____
Title: _____
Address: _____
City/Zip: _____
Telephone: _____
Witness: _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make execute, seal and deliver this Bid guaranty bond.

7.2 SUBCONTRACTOR INFORMATION

Check the applicable box:

- Yes Bidding firm intends on utilizing subcontractors to fulfill the service requirements outlined in RFB 1817, Parking Lot Sealing
- No

Contractor will be required to perform all work under this Contract using his/her own employees carried on payroll or by using Subcontractors. Where Subcontractors are used in the performance of the Contract, Bidder will indicate as required with the Response. Contractor will be held responsible for all work performed or not performed by the subcontractor(s). Subcontractor(s) will be required to bill through the Contractor. If revisions are required in the subcontract assignment, new parties are to be proposed in advance of assignment, in writing to the Transit Procurement Coordinator and Contract Administrator.

If applicable, Bidder will identify below all subcontractors who will perform services in fulfillment of Contract requirements, including their name, the nature of services to be performed, address, telephone number, email address, federal tax identification number (TIN), Washington State Unified Business Identifier (UBI), and DBE or SBE certification status:

Subcontractor 1

Name: _____
Services: _____
Address: _____
Telephone: _____
Email: _____
Fed ID: _____
UBI: _____
Certified DBE: Yes No
Certified SBE: Yes No

Subcontractor 2

Name: _____
Services: _____
Address: _____
Telephone: _____
Email: _____
Fed ID: _____
UBI: _____
Certified DBE: Yes No
Certified SBE: Yes No

Subcontractor 3

Name: _____
Services: _____
Address: _____
Telephone: _____
Email: _____
Fed ID: _____
UBI: _____
Certified DBE: Yes No
Certified SBE: Yes No

Subcontractor 4

Name: _____
Services: _____
Address: _____
Telephone: _____
Email: _____
Fed ID: _____
UBI: _____
Certified DBE: Yes No
Certified SBE: Yes No

7.3 NON COST INFORMATION

In this section, Bidder is to describe how and why your firm is the most qualified to perform the work detailed in this RFB. Bidder must also outline your plans, approach, and methodology as to how your firm intends to perform the work. Responses should

clearly describe information about your firm's ability to fulfill the requirements of this RFB.

Please keep responses clear and concise. Your response to each question should be limited to two (2) pages.

Please answer the questions listed below attaching additional pages as necessary:

1. **Ability, Capacity and Skills.** Please describe your firm's ability, capacity, skills and/or expertise in performing seal coat and asphalt repairs as described in the Scope and Specifications.
2. **Experience and Knowledge.** Please provide a list of up to five (5) projects completed within the last five (5) years which illustrate your experience in providing similar parking lot repairs and seal coating to those described in this RFB. Each project submitted must include the following:
 - a. Project title or name
 - b. Brief project description
 - c. Project start and finish dates
 - d. Project dollar value
 - e. Client company/customer and contact person (include phone and email)
3. **Availability.** Please provide a description of the current availability of key personnel and resources assigned to the proposed project team for the length of the project.
4. **Municipal Experience (optional).** Please provide a description of your firm's previous municipal work experience.

7.4 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Bidder of least cost, but rather to the Bidder whose bid provides the overall best value to Intercity Transit. However, Bidders are encouraged to submit Bids which are consistent with efforts to conserve state and federal resources.

Instructions to Bidder: Bidders must complete Table 1 below by entering their pricing information as specified in each table.

Expenses related to day-to-day performance under the contract, including but not limited to, travel, lodging, meals, materials, and incidentals will not be reimbursed to the Bidder. Bidder's response to the Cost Proposal must include these costs.

PLEASE DO NOT ADD ANY FURTHER SECTIONS TO THE TABLE.

Table 1: Deliverable Pricing

| Martin Way Park and Ride | | | | |
|--|-------------|---------------------------|-----------------------|--|
| Description | Unit | Estimated Quantity | Price per Unit | Price Bid (Estimated Quantity x Price per Unit) |
| Seal Coating | SF | 125,000 | \$ | \$ |
| Lot Striping | LF | 4,850 | \$ | \$ |
| Crack Sealing | LF | 200 | \$ | \$ |
| Asphalt Repair | SF | 1,200 | \$ | \$ |
| ADA Marking | EA | 8 | \$ | \$ |
| Directional Arrows | EA | 4 | \$ | \$ |
| | | | Subtotal | \$ |
| | | | Sales Tax | \$ |
| | | | | 8.9 % |
| | | | | % |
| TOTAL BID PRICE INCLUDING TAXES | | | | \$ |

| AMTRAK TRAIN STATION PARK AND RIDE | | | | |
|---|-------------|---------------------------|-----------------------|--|
| Description | Unit | Estimated Quantity | Price per Unit | Price Bid (Estimated Quantity x Price per Unit) |
| Seal Coating | SF | 101,650 | \$ | \$ |
| Lot Striping (white) | LF | 5,500 | \$ | \$ |
| Lot Striping (yellow) | LF | 2,180 | \$ | \$ |
| Crack Sealing | LF | 500 | \$ | \$ |
| Asphalt Repair | SF | 1,800 | \$ | \$ |
| ADA Marking | EA | 6 | \$ | \$ |
| Crosswalk Striping | LF | 110 | \$ | \$ |
| | | | Subtotal | \$ |
| | | | Sales Tax | \$ |
| | | | | 8.7 % |
| | | | | % |
| TOTAL BID PRICE INCLUDING TAXES | | | | \$ |

Total Evaluated Bid Price, sum of Martin Way and Amtrak Station: \$ _____

In accordance with the provisions of these Solicitation Documents, Bids will be evaluated to determine the lowest Total Bid offered by a responsive, responsible Bidder. A Contract will be awarded, if at all, based on the lowest Total Bid proposed by a responsive, responsible Bidder. Transit reserves the right to reject any portion of any Bid and/or to reject all Bids. Transit further reserves the right, but without obligation, to waive informalities and irregularities.

7.5 BIDDER ACKNOWLEDGEMENTS

Having carefully examined all requirements and terms and conditions identified in this Request for Bids (RFB), the undersigned, as Bidder, declares to that I/we have examined all of the Solicitation Documents and that I/we will contract with Intercity Transit (Transit) to do everything necessary for fulfillment of RFB 1817, Parking Lot Sealing, and the resulting Contract, at the prices and on the terms and conditions contained herein.

I/We certify, under penalty of perjury, that this is not a sham or collusive Bid, nor made in the interest or on behalf of any person not herein named. I/We have not directly or indirectly induced or solicited any Bidder on the above work, or suppliers to put in a sham Bid, nor any other person or corporation to refrain from Bidding. I/We have not in any manner sought by collusion to secure advantage over any other Bidders.

I/We agree that our Bid constitutes an offer to Transit, which shall be binding for sixty (60) Calendar Days from the Bid due date. If our Bid is accepted, we agree to sign the Contract form and furnish evidences of insurance required herein within ten (10) Calendar Days after receipt from Transit of written notice of award of Contract.

I/We certify that we are, at the time of submitting this Bid and shall remain throughout the period of the Contract, registered and licensed by the state of Washington to perform the type of work required under the Solicitation Documents. We further certify that we are skilled and regularly engaged in the general class and type of work called for in the Solicitation Documents.

I/We hereby certify that, within the three-year period immediately preceding the Bid solicitation date for this Project, I/We are not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. In addition, I/We certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

I/We further agree, if our Bid is accepted and a Contract is awarded by Transit, to plan and prosecute the work with such diligence that the work and portions thereof shall be completed and ready for use within the period set forth.

I/We acknowledge receipt of addenda numbers _____ through _____ and have been taken into account as part of our Bid.

The following information is accurate to the best of our knowledge. Any required documentation has been attached separately. We understand that failure to complete this form in its entirety may

deem our Bid “Non-Responsive”. If our business is not required to have one of the following items, we have attached a letter explaining why.

I/We certify that we:

- a. Had the opportunity to visit work site and all existing conditions prior to bid submittal;
- b. Fully understand the manner in which payment is proposed;
- c. Propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time fixed;
- d. Will observe the national, Washington State, and local codes;
- e. Have a valid Washington State Contractor’s license and a current registration with the Washington State Department of Labor & Industries;
- f. Have the insurance coverage required for this Contract; and
- g. Are current in payment of industrial insurance premiums.

The signatory below represents that he/she has the authority to bind the company named below to the Bid submitted and any Contract awarded as a result of this Solicitation. The authorized signatory acknowledges having read and understood the entire Solicitation and agrees to comply with the terms and conditions of the Solicitation in submitting and fulfilling the offer made in its Bid. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this Solicitation.

Bidder Signature

Company Name

Title

Date

SECTION 7 - SAMPLE CONTRACT

Sample Contract Document: Transit expects the final Contract signed by the successful Bidder to be substantially the same as this Contract. This document does not need to be submitted, however Bidders are instructed to be familiar with it.

THIS CONTRACT is made and entered into upon date of fully executed agreement by and between Intercity Transit, a Washington municipal corporation, hereinafter referred to as "Transit", and the below named company, hereinafter referred to as "Contractor", for the purpose of providing parking lot repair and sealing.

| | |
|--------------------------|--|
| Contractor: | Firm Name |
| Authorized Rep: | Authorized Rep. Name |
| Address: | Street Address City, State Zip Code |
| Phone: | (###) ###-#### |
| Email: | Email Address |
| Federal TIN: | ##-##### |
| WA State UBI No.: | ###-###-### |

1. RECITALS

WHEREAS, Transit desires to have certain services and/or tasks performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient Transit resources are not available to provide such services; and

WHEREAS, Contractor represents that Contractor is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services and/or tasks set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, Transit and Contractor agree as follows:

2. PURPOSE

The purpose of this Contract is to enter into an agreement for asphalt repair and sealing of the Martin Way Park and Ride and the Centennial Station parking areas. Contract includes re-stripping of all areas. Contract does not include work on concrete driveways.

3. SCOPE OF WORK AND SPECIFICATIONS

A. Contractor will perform such services and comply with the requirements set forth in this Contract document, including furnishing all materials and equipment necessary to complete the Parking Lot Sealing Project No. 1817, and as identified in the following attached Exhibits which are incorporated by reference:

1. Contract 1817 Statement of Work, attached as Exhibit A
 2. Contractor's Rate Schedule and Fees, attached as Exhibit B
 3. Request for Bids (RFB) 1817, Released [DATE], attached as Exhibit C
 4. Contractor's Response to RFB 1817 dated [DATE], attached as Exhibit D
- B. In the case of any inconsistency between the Contractor's response to RFB 1817 and the Scope of Work and Specifications described herein, the latter shall control.

4. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Project must be completed during the summer/fall of 2018. Transit recognizes that the project will be weather dependent. Contractor is to coordinate project start times with Transit so that proper communication can be provided to the public so that vehicles are not intruding on areas where work will be performed.

5. COMPENSATION AND METHOD OF PAYMENT

This is a fixed-fee Contract. Transit will reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract in a maximum amount not to exceed \$ _____, as described in Exhibit B, Price Agreement.

6. PROGRESS PAYMENTS

Contractor may request progress payments based upon the amount of work completed as required by the Scope of Work. Each request for a progress payment will include:

- A. The period of time covered by the request for payment.
- B. A list of the tasks completed during the period of time.

7. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, shall be paid by Transit to the Contractor when the work has been completed and accepted by Transit, and the Contract fully performed. Release of retainage shall not occur until Transit has received a certified copy of Affidavit of Wages Paid for the Contractor and each Subcontractor, final acceptance by Transit of work performed, receipt of all necessary releases including a certificate from the Washington State Department of Revenue showing that all Contract related taxes have been paid, and after any other requirements are met.

8. BILLING PROCEDURES

- A. Payments for services and materials provided under this Contract will be made on not more than a monthly basis, following the full performance and acceptance of such service and materials. No payment will be made for any service rendered or material provided by Contractor except for services and materials identified and set forth in this Contract unless otherwise permitted by law and approved in writing by Transit.
- B. Contractor will submit an invoice for services rendered to Transit on forms approved by Transit. Invoices should be submitted electronically to jpeter@intercitytransit.com.

If Contractor is unable to submit invoices electronically, invoices may be submitted by mail to:

Intercity Transit
Attn: Procurement Office
526 Pattison Street SE
Olympia, WA 98501

- C. Transit will submit payment for stated services to Contractor within thirty (30) days following Transit's receipt of each accurate and complete invoice. No payments in advance of, or in anticipation of, receipt of goods or services to be provided under this Contract will be made by Transit.

9. WAGES AND LABOR PROVISIONS

- A. This Contract is subject to Chapter 39.12 RCW, and amendments and regulations, relating to Washington State prevailing wages, benefits, and other requirements.
- B. Contractor, each Subcontractor, and any other person doing any work under this Contract must pay laborers, workmen or mechanics not less than the prevailing rate of wage for an hours work in the same trade or occupation in the Washington State locality where such labor is performed.
- C. Contractor must comply with State and Federal determinations. In the event of a discrepancy between Federal and State rates and requirements, Contractor will comply with the higher rates and more stringent requirements. The cost of such compliance shall be deemed included in the Contract Price.
- D. Contractor is responsible to ensure proper wages are paid and the appropriate documentation is submitted to Transit. Wages and benefits higher than the minimums required by law may be paid. In the event wage rates and benefits change during the Contract term, Contractor will bear the cost of changes and will not have any claim against Transit on account of such changes.

10. RETAINAGE

In accordance with RCW 60.28.011, Transit will retain five (5) percent of the total Contract amount. Retained amounts will be remitted to the Contractor upon receipt of a certified copy of Affidavit of Wages Paid for the Contractor and each subcontractor, final acceptance by Transit of work performed, receipt of all necessary releases, and after any other requirements are met.

11. PROJECT MANAGEMENT

The individuals listed below, or their successors will be the main points of contact for services provided under this Contract. Transit's Project Manager or his/her successor is responsible for monitoring Contractor's performance and will be the contact person for all communications regarding Contract performance and deliverables. Transit's Project Manager has the authority to accept or reject the services provided and if satisfactory, certify acceptance of each invoice submitted for payment. Notifications regarding changes to this section must be in writing and maintained in the project file, but will not require a formal

Contract amendment.

| Contractor's Project Manager | Transit's Project Manager |
|---|--|
| First Last Company Street Address City, State Zip Phone: (###) ###-#### Email address: [Enter email address] | First Last Intercity Transit 526 Pattison Street SE Olympia, WA 98507 Phone: (360) 705-#### Email address: flast@intercitytransit.com |

12. CONTRACT ADMINISTRATION

The individual listed below, or his/her successor, will be Contract Administrator for this Contract. The Contract Administrator is designated to receive legal notices, invoices, and to administer, amend, or terminate this Contract. All Contract documents under this Contract will be processed by the Contract Administrator and submitted to Contractor for acceptance. Contact information for the Contract Administrator is:

Jeff Peterson
Intercity Transit
526 Pattison Street SE
Olympia, WA 98501
Phone: (360) 705-5878
Email address: jpeterson@intercitytransit.com

13. CHANGES

Either party may request changes to the scope of services and performance to be provided under this Contract; however, no change or addition to this Contract will be valid or binding upon either party unless such change or addition is in writing and signed by both parties. All amendments will be attached to and incorporated into this Contract.

14. INDEPENDENT CONTRACTOR RELATIONSHIP

- A. The parties intend that an independent contractor relationship between Contractor and Transit will be created by this Contract. Transit is interested primarily in the results to be achieved; subject to the provisions herein, the implementation of services will lie solely with the discretion of Contractor. No agent, employee, servant or representative of Contractor shall be deemed to be an employee, agent, servant or representative of Transit for any purpose, and the employees of Contractor are not entitled to any of the benefits Transit provides to its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Contract.
- B. In the performance of the services required by this Contract, Contractor is an independent Contractor with the authority to control and direct the performance of the details of the work, however, the results of the required work must meet the approval of Transit and shall be subject to Transit's general rights of inspection and review to secure

the satisfactory completion thereof in accordance with applicable agreed upon testing procedures between Transit and Contractor.

15. NON-EXCLUSIVE PROVIDER

Transit reserves the right to obtain services or supplies not specifically covered by this Contract from other providers as deemed in the best interest of Transit.

16. ASSIGNMENT

Contractor will not assign its performance under this Contract, or any portion of this Contract, without the written consent of Transit. Contractor must seek consent from Transit, in writing, not less than thirty (30) days prior to the date of any proposed assignment. Transit reserves the right to reject any assignment without cause.

17. HOLD HARMLESS AND INDEMNIFICATION

The Contractor shall defend, indemnify, and hold Transit and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this Contract by, the Contractor or the Contractor's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the Contractor may be legally liable; provided, that nothing herein shall require a Contractor to defend, indemnify or hold harmless Transit and its officers and employees from claims, demands or suits based upon the sole negligence of, or breach of any obligation under this Contract by Transit, its agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom Transit may be legally liable; and provided further, that if the claims or suits are caused by or result from the concurrent negligence of (a) the Contractor or the Contractor's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the Contractor is legally liable, and (b) Transit, its agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom Transit may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of the Contractor's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the Contractor may be legally liable. This provision shall be included in any Contract between Contractor and any sub-consultant, subcontractor and vendor, of any tier.

The Contractor shall also defend, indemnify, and hold Transit and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Contractor or the Contractor's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the Contractor may be legally liable, in performance of the Work under this Contract or arising out of any use in connection with the Contract of methods, processes, designs, information or other items furnished or communicated to Transit, its agents, officers and employees pursuant to the Contract; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents,

proprietary information, know-how, copyright rights or inventions resulting from Transit, or its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to Transit, its agents, officers and employees by the Contractor, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the Contractor may be legally liable.

The Contractor's relation to Transit shall be at all times as an independent contractor. Notwithstanding any determination by the Executive Ethics Board or other tribunal, Transit may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by Transit that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under, this Contract.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees or its agents against Transit and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Unless otherwise specified in this Contract, Transit shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental Contract, the Contractor shall provide On-Call assistance to Transit during contract administration. By providing such assistance, the Contractor shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The Contractor shall obtain and keep in force during the terms of this Contract, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

18. INSURANCE

A. Insurance Requirements - Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. *Commercial General Liability Insurance* on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
2. *Business Automobile Liability Insurance* in an amount not less than \$1,000,000 per occurrence, extending to any automobile, including owned, non-owned and hired vehicles.

3. *Workers' Compensation Insurance* as required by Washington State law and Employer's Liability Insurance (Stop Gap) with limits not less than \$1,000,000 per occurrence.
- B. Additional Requirements - Contractor shall provide to Transit Certificates of Insurance and copies of policies, if requested, prior to commencement of work. All policies of insurance shall:
- i. Contain an endorsement specifically naming Intercity Transit its officers, officials, agents, and employees, as Additional Insureds.
 - ii. Be on a primary basis and not contributory with any other insurance coverages and/or self-insurance carried by Transit.
 - iii. Include a Waiver of Subrogation clause.
 - iv. Include a Severability of Interest clause (cross liability).
 - v. Not be non-renewed, cancelled, or materially changed or altered unless thirty days prior written notice is provided to Transit.
 - vi. Be provided on forms and by insurance companies satisfactory to Transit.

No provision in this paragraph shall be construed to limit the liability of the Contractor for work not done in accordance with the Contract, or express or implied warranties. The Contractor's liability for the work shall extend as far as the appropriate periods of limitation provided by law.

- C. Worker's Compensation - The Contractor and its subcontractors shall maintain worker's compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of worker's compensation laws. The Contractor shall make all payments arising from the performance of this Contract due the State Washington pursuant to Titles 50 and 51 RCW.
- D. Evidences and Cancellation of Insurance - Prior to execution of the Contract, the Bidder/Contractor shall file with Transit evidences of insurance from the insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer(s) shall give, by registered mail, notice to Transit at least thirty days prior to the effective date of any cancellation, lapse, or material change in the policy. Any failure to mail such notice shall not relieve the insurance company, its agents, or representatives from obligations and/or liability hereunder.
- E. The Contractor shall, upon demand of Transit, deliver to Transit all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect so to obtain and maintain in force any such insurance or deliver such policy or action plan to acquire such insurance and/or deliver policies and receipts within three days or before any further performance hereunder, whichever is first. Failure to provide such insurance in a timeframe acceptable to Transit shall enable

Transit to suspend or terminate the Contractor's work. Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

19. TREATMENT OF ASSETS

- A. Title to all property furnished by Transit shall remain in the name of Transit. Transit shall become the owner of the work product and other documents, if any, prepared or developed specifically by Contractor for Transit pursuant to this Contract, unless otherwise expressly provided herein.
- B. Work product shall include, but not be limited to, research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; Contractor and Transit intend that such work product shall be deemed "work made for hire" of which Transit shall be deemed the author.

20. COMPLIANCE WITH LAWS

- A. In the performance of this Contract, Contractor shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of equipment, and licensing of individuals, and any other standards or criteria described in this Contract to assure quality of services.
- B. Contractor agrees to pay any applicable business and occupation (B&O) taxes which may be due on account of this Contract.
- C. If sales tax becomes applicable to the professional services covered by this Contract, Transit shall pay such tax to Contractor, and Contractor shall pay the tax as required by law.

21. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

22. PROHIBITED INTEREST

No Authority member, officer or employee of Transit shall have any personal interest, direct or indirect, in this Contract or the proceeds thereof.

23. NONDISCRIMINATION

- A. Equal Opportunity. Transit is an equal opportunity employer.
- B. Nondiscrimination in Employment. In the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without

regard to their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and programs for training including apprenticeships. Contractor shall take such action with respect to this Contract as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law against Discrimination.

- C. Nondiscrimination in Services. Contractor will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. Nondiscrimination in Sub-Contracting. If any assignment and/or subcontracting have been authorized by Transit, said assignment or subcontract shall include appropriate safeguards against discrimination. Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein and further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

24. GRATUITIES AND KICKBACKS

- A. Gratuities – It shall be a breach of ethical standards for any person to offer, give or agree to give any Intercity Transit Authority member, officer, employee, agent or former Authority member, officer, employee, or agent or for any Authority member, officer, employee, agent or former Authority member, officer, employee or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation therefore.
- B. Kickbacks – It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

25. LIENS, CLAIMS AND ENCUMBRANCES

Contractor certifies that all materials, equipment or services shall be free of all liens, claims, or encumbrances of any kind, and if Transit requests, a formal release of same shall be provided.

26. MAINTENANCE AND INSPECTION OF RECORDS

- A. Contractor shall maintain books, records, documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit, by Transit, its

authorized representative, the State Auditor or any of their authorized representatives or other governmental officials authorized by law to monitor this Contract.

- B. Contractor shall retain all books, records, documents and other material relevant to this Contract for five (5) years after Transit's final payment and all other pending matters are closed. Contractor agrees that Transit, or its designee, shall have full access and right to examine any of said materials at all reasonable times during said period.
- C. Contractor's fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.

27. DISPUTES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties will be decided by arbitration if the parties mutually agree, or in the Superior Court of Thurston County, Washington, which shall have exclusive jurisdiction and venue over all matters in question between Transit and Contractor.

28. TERMINATION

- A. Termination for Convenience or Default. Transit may terminate the Contract, in whole or in part, for Transit's convenience or because of the failure of Contractor to fulfill the Contract obligations. Transit shall terminate by delivering to Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise or Transit has granted Contractor a cure period as set forth in (B) below), and (2) deliver to Transit all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
 - i. If the termination is for the convenience of Transit, Transit shall make an equitable adjustment in the Contract price such that all amounts due to Contractor for Products delivered and services performed are paid, but shall allow no anticipated profit on unperformed services.
 - ii. If the termination is for failure of Contractor to fulfill the contract obligations, the Contractor shall only be paid for work delivered and accepted unless such work does not fulfill the Contract obligations. Transit may complete the work by Contract or otherwise and Contractor shall be liable for any additional cost incurred by Transit.
 - iii. If, after termination for failure to fulfill Contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Transit.
- B. Opportunity to Cure. Transit in its sole discretion may, in the case of a termination for breach or default, allow Contractor a commercially reasonable period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.
 - i. If Contractor fails to remedy to Transit's satisfaction, the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after

receipt by Contractor of written notice from Transit setting forth the nature of said breach or default, Transit shall have the right to terminate the Contract without any further obligation to Contractor, except that Contractor shall be paid for work delivered and accepted unless such work does not fulfill the Contract obligations. Any such termination for default shall not in any way operate to preclude Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.

29. WAIVER OF REMEDIES FOR ANY BREACH

In the event that Transit elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by Transit shall not limit Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

30. WAIVER

Waiver of any breach of any term or condition of the Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the Contract shall be held to be waived, modified or deleted except by an instrument in writing signed by the parties hereto.

31. NOTICE

Notice provided for in this Contract shall be sent by certified mail to the addresses designated for the parties on the last page of this Contract.

32. ATTORNEYS FEES AND COSTS

If any legal proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and costs incurred in such action or proceeding.

33. BREACHES AND DISPUTE RESOLUTION

- A. Except as otherwise provided in the Contract, Contractor must notify Transit in writing within thirty (30) Calendar Days of any dispute arising under the Contract which is not disposed of by agreement.
- B. All disputes shall be decided by the General Manager of Transit who shall indicate his/her decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decisions of the General Manager shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

- C. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard within thirty (30) calendar days of the decision, and to offer evidence in support of their appeal. Pending final decisions of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accord with the General Manager's decision, and such continued performance does not in any manner imply acceptance of our agreement with that decision by the Contractor, nor does it infringe upon the Contractor's right to appeal that decision. This clause does not preclude consideration of law questions in connection with decisions provided for in the above paragraph, provided that nothing in this Contract shall be construed as making final decision of any administrative official, representative, or board on a question of law.

34. JURISDICTION

- A. This Contract has been and shall be construed as having been made and delivered within the state of Washington and it is agreed by each party hereto that this Contract shall be governed by laws of the state of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

35. SEVERABILITY

- A. It is understood and agreed by the parties that if any part, term or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

36. ORDER OF PRECEDENCE

Each of the exhibits listed below is hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations;
2. Terms and conditions as contained in this basic Contract instrument, and any change orders or amendments;
3. Exhibit A - Statement of Work
4. Exhibit B - Contractor's Rate Schedule and Fees

5. Exhibit C – Request for Bids No. 1817, released [Date]
6. Exhibit D – Contractor’s Response to RFB No. 1817 dated [Date]
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

37. ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Contract. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

38. APPROVAL

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

INTERCITY TRANSIT
 526 Pattison Street SE
 Olympia, WA 98507

CONTRACTOR
 Address
 City, State, Zip

 By: Ann Freeman-Manzanares Date
 Its: General Manager

 By: Authorized Representative Date
 Its: Title

**EXHIBIT A
STATEMENT OF WORK**

[Placeholder]

**EXHIBIT B
PRICE AGREEMENT**

[Placeholder]

**EXHIBIT C
INTERCITY TRANSIT'S REQUEST FOR BIDS (RFB) - PROJECT 1817**

[Placeholder]

**EXHIBIT D
CONTRACTOR'S RESPONSE TO REQUEST FOR BIDS (RFB) - PROJECT 1817**

[Placeholder]

APPENDIX A - PERFORMANCE AND PAYMENT BOND

The Awarded Contractor will furnish a performance and payment bond. Bidder does not need to submit Appendix A with its RFB Response.

PERFORMANCE AND PAYMENT BOND

KNOW ALL BY THESE PRESENT: That we _____, as Principal, and _____ as Surety, are held and firmly bound unto Intercity Transit in the full sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the conditions of this obligation are such that the Principal has entered into an Contract in writing with Transit for **PROJECT 1817 - Parking Lot Sealing**, and the terms, conditions and covenants specified in said Contract, including all of the Contract Documents, as amended and modified, therein referred to, are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein;

NOW, THEREFORE, if the Principal shall faithfully perform all the provisions and requirements of the Contract, including all of the Contract Documents, according to the terms and conditions thereof and shall hold Transit harmless from any loss or damage to any person or property by reason of any negligence on the part of the Principal or of any Subcontractor in the performance of said work, and shall pay all laborers, mechanics, Subcontractors and materialmen and all persons who shall supply such person or persons or Subcontractors with provisions and supplies for carrying on of such work, and shall pay the State of Washington all amounts due said State pursuant to Titles 50 and 51 of the Revised Code of Washington, and shall further indemnify and save harmless Transit from any defect or defects in any of the workmanship or materials entering into any part of the work as defined in the Contract which shall develop or be discovered within 365 days after the final acceptance of such work, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Transit shall have the right to sue on this bond for any breach of the Contract or this bond.

IT IS FURTHER DECLARED AND AGREED that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety, any law, rule of equity or usage relating to the liability of Sureties to the contrary notwithstanding, and the Surety waives notice of any alteration, or extension of time, made by TRANSIT and agrees that it, the Surety, shall be bound in all ways to TRANSIT for any such alterations or extensions of time as if it had received notice of the same.

SIGNED this ___ day of _____, 2018

Principal: _____
By: _____
Title: _____
Address: _____
City/Zip: _____

Surety: _____
By: _____
Title: _____
Address: _____
City/Zip: _____

Telephone: _____

Telephone: _____

Witness: _____

Witness: _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this Bid guaranty bond.